

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000012406
Ennis Paint Inc
1509 S Kaufman
PO Box 404
Ennis TX 75120
USA

Contract ID 00000000000000000000000016978		Page 1 of 4
Contract Dates 04/01/2010 to 03/31/2011		Origin CPS
Description: CPS-TRAFFIC PAINT		Contract Maximum \$9,999,999.00
Buyer Name Dona Bosley	Buyer Phone 828-2217	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	8418	TRAFFIC PAINT: YELLOW, FAST DRY, WATERBORNE, CONFORMING TO THE STATE OF VERMONT DEPARTMENT OF TRANSPORTATION TRAFFIC PAINT SPECIFICATIONS SECTION 708.08 DATED AUGUST 9, 2000. TO BE SUPPLIED IN 250 GAL TOTES	GAL	6.16000	0.00	0.00
2	8419	TRAFFIC PAINT: WHITE, FAST DRY WATERBORNE CONFORMING TO THE STATE OF VERMONT DEPARTMENT OF TRANSPORTATION SPECIFICATION FOR WHITE AND YELLOW FAST DRY WATERBORNE TRAFFIC PAINT DATED AUGUST 9, 2000 TO BE SUPPLIED IN 250 GAL TOTES	GAL	6.13000	0.00	0.00
3	8454	TRAFFIC PAINT: WHITE, FAST DRY WATERBORNE CONFORMING TO THE STATE OF VERMONT DEPARTMENT OF TRANSPORTATION SPECIFICATION FOR WHITE AND YELLOW FAST DRY WATERBORNE TRAFFIC PAINT DATED AUGUST 9, 2000 TO BE SUPPLIED IN 5 GALLON PAILS	GAL	6.99000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

ORDERING INFORMATION: PHONE 800-331-8118 FAX: 800-555-0217

VERMONT SPECIFICATION FOR TRAFFIC PAINT SHALL BE IN CONFORMANCE TO THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR WHITE AND YELLOW FAST DRY TRAFFIC PAINT. THIS FORMULATION IS METHANOL-FREE AND IS AN ENVIRONMENTALLY FRIENDLY PRODUCT.

THIS CONTRACT IS ESTABLISHED AS A RESULT OF A MULTI STATE BID OPPORTUNITY WITH MAINE, VERMONT AND NEW HAMPSHIRE. THE STATE OF NEW HAMPSHIRE WAS THE LEAD STATE. (NH MASTER CONTRACT # 8000708).

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 8, 2009 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED DECEMBER 8, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACT PERIOD: INITIAL TERM SHALL BE FOR ONE YEAR WITH A START DATE OF APRIL 1, 2010 WITH OPTIONS TO RENEW FOR TWO ADDITIONAL ONE-YEAR TERMS.

INITIAL DELIVERIES: PAINT DELIVERIES SHALL BE REQUIRED THE FIRST WEEK OF APRIL, IF REQUESTED BY THE AGENCY OF TRANSPORTATION.

TEST SAMPLES: CONTRACTOR SHALL SUBMIT TWO-ONE PINT SAMPLES OF EACH CONSTITUENT OF BOTH THE VEHICLE AND PIGMENT WHICH SHALL BE USED TO MANUFACTURE OF THIS PAINT AS WELL AS TWO ONE PINT SAMPLES OF THE FIRST BATCH OF PAINT OF EACH COLOR TO THE VERMONT AOT MATERIAL AND RESEARCH DIVISION AT LEAST ONE WEEK IN ADVANCE OF THE FIRST SHIPMENT OF PAINT. UPON APPROVAL OF THESE SAMPLES, PAINT MAY BE SHIPPED. ANY PAINT SUBMISSION MUST INCLUDE A COPY OF THE MATERIAL SAFETY DATA SHEET.

ATTN: RESEARCH AND TESTING ENGINEER
VERMONT AGENCY OF TRANSPORTATION
MATERIALS RESEARCH CENTRAL LABORATORY
BARRE-MONTPELIER RD
MONTPELIER, VT 05633

TWO-ONE PINT SAMPLES OF PAINT FOR EACH SUBSEQUENT BATCH WILL BE SUBMITTED TO THE SAME LOCATION PRIOR TO SHIPMENT. ALL SAMPLES SHALL BE LABELED WITH THE MANUFACTURER, THE BATCH NUMBER, COLOR, SHIPPING POINT, TRADE

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NAME OR ID NUMBER, FORMULA, CONTRACT NUMBER AND MANUFACTURE DATE.						

ANY CHANGES IN CONSTITUENTS SHALL REQUIRE SUBMITTAL OF TWO-ONE PINT SAMPLES OF THE NEW CONSTITUENT AT LEAST TWO WEEKS PRIOR TO SHIPMENT.

DEFECTS: ANY PAINT FURNISHED UNDER THIS CONTRACT THAT CONTAINS NON-APPROVED CONSTITUENTS HAS BEEN CONTAMINATED WITH ANY FORM OF MATERIAL AND CANNOT BE SATISFACTORILY APPLIED OR THAT DOES NOT OTHERWISE MEET THE SPECIFICATIONS SHALL BE DISPOSED OF BY THE CONTRACTOR IN AN ENVIRONMENTALLY CONSCIOUS MANNER AND IMMEDIATELY REPLACED WITH MATERIALS MEETING THE SPECIFICATION ENTIRELY AT THE CONTRACTOR'S EXPENSE. THE DISPOSAL AND REPLACEMENT PROCESS SHALL INCLUDE THE TOTAL QUANTITIES OF ANY CONTAMINATED PAINT CAUSED BY PUMPING UNSATISFACTORY MATERIAL INTO THE AGENCY'S STORAGE TANKS ALREADY CONTAINING PAINT.

LABELING: THE TOTES SHALL BE CLEARLY LABELED WITH THE WORDS "FAST DRYING WHITE (OR YELLOW) WATERBORNE TRAFFIC PAINT, BATCH NUMBER, PAINT WEIGHT, TARE AND GROSS WEIGHT, DATE MANUFACTURED AND THE NAME OF THE CONTRACTOR.

METHOD OF ORDERING: THE AOT TRAFFIC SHOP WILL EMAIL OR FAX DELIVERY REQUESTS AT LEAST ONE WEEK IN ADVANCE OF THE REQUESTED DELIVERY DATE.

PENALTY OF LATE DELIVERY: ADHERENCE TO THE DELIVERY SCHEDULE IS A NECESSITY FOR THE STATE OF VERMONT. THE STATE INCURS CONSIDERABLE INCONVENIENCE AND EXPENSE IF SHIPMENTS ARE NOT RECEIVED ON TIME. A PENALTY OF ONE DOLLAR (\$1.00) PER GALLON PER DAY WILL BE IMPOSED WHEN A SCHEDULED DELIVERY IS LATE BY MORE THAN THREE (3) CALENDAR DAYS.

PENALTY FOR LOW COMPOSITION: A \$0.50 CENTS PER GALLON PENALTY WILL BE IMPLEMENTED FOR ALL BATCHES THAT DO NOT MEET THE SPECIFICATIONS.

AVAILABILITY AND INVENTORY: CONTRACTOR IS REQUIRED TO MAINTAIN AN INVENTORY OF TOTES AND PAINT ADEQUATE TO MEET THE DELIVERY REQUIREMENT TO THE STATE OF VERMONT DURING THE PAINT SEASON. THE INVENTORY IS TO BE 36 TOTES OF YELLOW AND 36 TOTES OF WHITE TRAFFIC PAINT MEETING SPECIFICATIONS.

DELIVERIES: LOCATIONS FOR DELIVERIES ARE BERLIN, MENDON AND COLCHESTER. CONTRACTOR IS REQUIRED TO NOTIFY THE TRAFFIC SHOP SUPERVISOR AT 802-828-2680 AT LEAST 48 HOURS IN ADVANCE OF ANY DELIVERY. FAILURE TO NOTIFY IN ADVANCE WILL RELIEVE AOT OF THE RESPONSIBILITY FOR UNLOADING FOR UP TO 48 HOURS AFTER DELIVERY.

DELIVERY TIMES: MENDON AND COLCHESTER: THE CONTRACTOR IS REQUIRED TO DELIVER EARLY MORNING BETWEEN 7:00 AM AND 7:30 AM AND MUST CALL DELIVERY LOCATION WITH A MINIMUM OF 24 HOURS ADVANCE NOTICE. PLEASE LEAVE A MESSAGE IF NO ANSWER.

BERLIN: THE CONTRACTOR IS REQUIRED TO DELIVER BETWEEN 7:00 AM AND 3:00 PM AND MUST CALL WITH A MINIMUM OF 24 HOURS ADVANCE NOTICE.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE

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PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS. IF POLITICAL SUBDIVISION IS ORDERING LESS THAN A TRUCKLOAD QUANTITY ADDITIONAL FREIGHT CHARGES WILL BE ADDED TO THE INVOICE.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:
http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

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IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

DONA BOSLEY
SENIOR PURCHASING AGENT
PHONE: 802-828-2217
FAX: 802-828-2222
dona.bosley@state.vt.us

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____